6: Grigolia E-4, 5 (no date) 1939 RI1 Georgia RI1



reject the demand, and in 1881 it was decreed that an indemnity of three hundred rubles be paid by the great-great-great-grandsons of the culpable husband to the collateral descendants in the fifth generation of the deceased woman. Another case[2] of the same nature is as follows: One Khevsur pretended before a certain Pshav that his grandfather, before the Russian invasion of the Caucasus, had caught in the river Aragua a big salmon, which was so large that he was not able to take it home, and therefore had left it in the water, tied to a stone, intending to go for it with a mule the next day. However, the fish was stolen during the night, according to the claimant, by the grandfather of the Pshav. On this ground the Khevsur demanded satisfaction in the following manner: The salmon was worth a sheep; the sheep during the fifty years' time could have given wool and cheese, equivalent in value to at least ten cows; and besides this there would have been an increase of at least one hundred and fifty head. There was also to be added to the above, five cows as a gift for the judges. The total indemnity to be paid by the Pshav to the Khevsur was fixed at fifty-five cows, or two hundred and seventy-five rubles.

Taking into consideration the different kinds of contracts, we notice at first the extreme rarity of grants amongst Khevsurs, Pshavs, and Tushes. The making of a grant was not permitted to the person who had a legitimate heir in his family. This same situation was found among the Svans also. This may be explained by the small extent of private ownership and the prohibition of alienation of family property, with the exception of gifts to the communal sanctuary, the *Khati*.

In alienation of land property, the law of the preferential purchase was vigorously enforced. The property had to be offered first to the relatives of the person disposing of the property, and in case of a denial on their part, it was offered to neighbors; and only after their refusal was full freedom given to sell the land to a stranger. In selling the property to a stranger who was a member of another community, the Khevsur did not

[2] Zisserman: 226.

675 regard the purchase as complete and legal until the following
432 customary procedure was observed: both the seller and buyer went to the land offered for sale, and there in the presence of at least one witness, the seller, stamping his foot on the ground, said to the buyer: "May the purchase of this land bring good luck to you." Only after this ceremony was the deed regarded as legally closed.

675 It is necessary to note that among the Svans, unlike the other
432 groups of Georgian Highlanders, the land property sold to a
692 stranger who was not a member of the community could not be regarded as definitely in his possession, because the relatives, and even the neighbors of the family from whom he purchased the property, have full right to claim the property and return to him the purchase price. The land belonging to a family, called *samu*, is very seldom sold by the Svans—only in cases of the most urgent necessity, such as in the payment of blood-*tsor* (*wergild*), or for the arranging of funeral or commemorative ceremonies, called *konch'khar*. Although the sale of the family land might occur in extreme cases, there were household objects which could not be sold under any circumstances, such as the iron chain, called *sakideli* in the Georgian, on which is suspended the cooking pot on the hearth, and the *kerai*, the little iron table used for baking bread. All transactions of sale took place in the presence of witnesses.

675 The loan of property had, among the Khevsurs and Tushes,
426 three different forms: (a) a loan was given without any interest; (b) with certain interest; (c) instead of interest payable in money, the creditor had full right to use for his own benefit the property pawned to him by the debtor as security.

(a) A loan was given without interest with sowing-seed, cattle for agriculture, general work, and with milk products, generally for a certain period of time. In case the loaned property was not returned within the time fixed by both parties, an indemnity equal in amount to one-fifth of the loaned property was demanded.

(b) The Khevsurs and Tushes also made loans at a certain rate of interest, usually amounting to thirty percent, payable annually.